

LANCASTER COUNTY

COUNTY - CITY BUILDING
LINCOLN, NEBRASKA 68508
BOARD OF COMMISSIONERS

Telephone: (402)441-7410
FAX : (402) 441-6513

REQUEST FOR PROPOSALS (RFP) SPECIFICATION NO. 01-102

Lancaster County intends to enter into a contract and invite you to submit a sealed proposal for:

ANNUAL REQUIREMENTS FOR HEALTH ASSESSMENTS AND BACK SCREENING SERVICES FOR LANCASTER MANOR

MEETING OR EXCEEDING COUNTY SPECIFICATIONS

Sealed Proposals will be received by the Lancaster County on or before **12:00 noon Wednesday, June 6, 2001** in the office of the Purchasing Agent, Suite 200, "K" Street Complex, located at 440 South 8th Street, Lincoln, Nebraska 68508. Only the names of responding proposers will be publicly read in the Bid/Conference Room located on the First Floor of the "K" Street Complex.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of response. Mailing should be made in sufficient time for response to arrive in the Purchasing Division, prior to the time and date specified above. Late proposals will not be considered.

COMMISSIONERS

KATHY CAMPBELL * LARRY HUDKINS * LINDA STEINMAN * BERNIE HEIER * BOB WORKMAN
KERRY EAGAN, Chief Administrative Officer

SEALED PROPOSAL SPECIFICATION NO. 01-102

BID OPENING TIME: 12:00 NOON

DATE: Wednesday, June 6, 2001

ADDENDA RECEIPT: The receipt of the addenda to the specification number _____ through _____ is hereby acknowledged.
Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request.
All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of the County for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, materials and equipment in strict accordance with the plans and specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

RFP - HEALTH ASSESSMENTS AND BACK SCREENING SERVICES

	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1. Post-hire, pre-confirmation physical w/communicable disease screening:	192 / Yr.	\$ _____	\$ _____
2. Post-hire, pre-confirmation back screening:	132 / Yr.	\$ _____	\$ _____
EST. ANNUAL TOTAL:			\$ _____

INCLUDE WITH YOUR RESPONSE

- A brief background summary of your firm (including; company structure, location of offices and branches, key personnel, experience and qualifications, etc.)
- A summary describing any services provided by your firm (and available to the Lancaster Manor) in addition to those listed in the specification document.
- A list of at least three accounts you currently service with similar needs to the Lancaster Manor (include facility name, address, contract administrator name, telephone number, the term of your agreement and briefly describe the services provided).

NO BONDS REQUIRED

**NOTE: RETURN 6 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF PROPOSAL ENVELOPE AS FOLLOWS: SEALED PROPOSAL FOR SPEC. NO. 01-102**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County of Lincoln, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE

ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

INSTRUCTIONS TO PROPOSERS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Proposer shall submit six (6) complete sets of the RFP documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 Proposed prices shall be submitted on the Proposal Form included in a sealed envelope with the RFP number and/or description clearly marked on the outside of the envelope.
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

2. PROPOSER'S SECURITY

- 2.1 Security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, shall be submitted with this document, as indicated on RFP Form.
- 2.2 If alternate offers are submitted, only one security will be required, provided the security is based on the highest gross offer.
- 2.3 Such security will be returned to the unsuccessful proposers when the award of RFP is made.
- 2.4 Security will be returned to the successful proposer(s) as follows:
 1. For single order offers with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 2. For all other contracts: upon approval by County of the executed contract and bonds.
- 2.5 County shall have the right to retain the security of proposer(s) to whom an award is being considered until:
 1. A contract has been executed and bonds furnished.
 2. The specified time has elapsed so that the offers may be withdrawn.
 3. All offers have been rejected.
- 2.6 Proposal security will be forfeited to the County as full liquidated damages, but not as penalty, for the following reasons, as pertains to this specification document:

1. If the proposer fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
2. If the proposer fails or refuses to enter into a contract on forms provided by the County, and/or if the proposer fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

4. DATA PRIVACY

- 4.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

5. PROPOSER'S REPRESENTATION

- 5.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 5.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

7. SPECIFICATION CLARIFICATION

- 7.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 7.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the County; proposers shall not rely upon oral interpretations.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 8.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. EVALUATION AND AWARD

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

- 9.6 The offer will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deem will best serve their requirements.
- 9.7 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

10. INDEMNIFICATION

- 10.1 The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 10.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. TERMS OF PAYMENT

- 11.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

12. LAWS

- 12.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

SPECIFICATIONS

HEALTH ASSESSMENTS AND BACK SCREENING SERVICES FOR LANCASTER MANOR

GENERAL INFORMATION

1 SCOPE OF SERVICES

- 1.1 The Lancaster County Manor, herein after referred to as the County or Manor, is interested in obtaining proposals from interested firms (who are licensed and registered in the State of Nebraska), herein after referred to as Proposers or Contractors, to provide post-hire, pre-confirmation health assessments and back screening services within their specialty, to adequately meet the needs of the County.
 - 1.1.1 The Lancaster Manor is a 301 bed facility, which provides long term nursing home care to the residents housed in the facility.
 - 1.1.2 The Successful Proposer shall provide services to Lancaster Manor (or other County Agencies) employees post-hire and pre-confirmation of employment to determine if the essential job functions of the position can be performed by the applicant.
 - 1.1.2.1 Documentation shall be provided for recommendations and for future care in the employee's medical record.
 - 1.1.2.2 Successful Contractor shall work with Lancaster Manor to develop a medical history questionnaire to cover all essential areas of concern.
 - 1.1.3 Health assessments and back screening shall be provided by the contractor to post-hire, pre-confirmation employment applicants on an as-needed-basis.
 - 1.1.4 Contractor shall be available for telephone consultation and able to respond to calls within eight (16) hours.

2 SERVICES REQUESTED

- 2.1 While the exact range and extent of services is subject to negotiation, it is anticipated that the selected medical practitioner shall provide, as a minimum, professional services and dedicated personnel necessary to perform the following:
 - 2.1.1 Develop a complete understanding of the County's areas of exposure and consult with County representatives about goals and objectives of the services performed.
 - 2.1.2 Provide the on-going medical examinations and screenings as requested for post-hire, pre-confirmation employment applicants for the County.
 - 2.1.2.1 It is estimated the County will require approximately 192 physical examinations complete with communicable disease screening for Lancaster Manor.
 - 2.1.2.2 It is estimated the County will require approximately 132 each back screen examinations (performed at the same time as the physical examination).
- 2.2 Any additional services offered by your firm on either a for fee or free basis should be detailed in your proposal response (i.g., lifting and back safety classes, County staff inservice, other program enhancements).

2 TERM OF THE CONTRACT

- 2.1 The contract shall be for one (1) three (3) year period.
 - 2.1.1 The contract shall commence on the date the contract is ratified by the signing of both parties and shall continue for thirty-six (36) consecutive months.
- 2.2 The contract shall be renewable for an additional one (1) three (3) year period by mutual consent of the parties involved.
 - 2.2.1 If renewal of the contract for the additional term is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than ninety (90) days prior to the expiration of the initial agreement period.
 - 2.2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3 INFORMATION

- 3.1 For information regarding this request please contact Kathy A. Smith (402) 441-8309, Assistant Purchasing Agent.
- 3.2 For information regarding the scope of work contact Larry Van Hunnik (402) 441-7101, Lancaster Manor Administrator.

4 FORM OF PROPOSAL

- 4.1 Proposals shall include the following information:
 - 4.1.1 A full description of the proposer's services offered;
 - 4.1.2 A program plan (including forms and contacts);
 - 4.1.3 Facility details and testing capabilities;
 - 4.1.4 Resumes and/or qualifications of key personnel; and
 - 4.1.5 Location and hours of the facility(s) to perform the work described herein.

5 RELATIONSHIP BETWEEN THE PROVIDER AND THE COUNTY

- 5.1 It is agreed that the contractor shall not be considered an employee of the County for any purpose, but shall be an independent contractor for all purposes and in all situations.
- 5.2 As an independent contractor, the contractor shall be responsible for all required reporting of income and payments of taxes required by the Federal, State, or Local statutes including, but not limited to: payments required under the Federal Insurance Contributions Act, income tax withholding and periodic payment of estimated taxes, and payments required under the Federal Unemployment Tax Act, and any applicable State and Local sales, use or income taxes.
- 5.3 Each party shall be responsible for its own negligence and the negligence of its employees.

6 LIABILITY INSURANCE

- 6.1 Contractor shall maintain professional liability and malpractice insurance throughout the term (and any subsequent renewal term) of this agreement.
- 6.2 The amounts of such insurance will be those minimums (if any) prescribed by law.
- 6.3 Contractor agrees that the County may examine the contract insurance policies at its request and that compliance with such a request will not be unreasonably withheld or delayed.
- 6.4 Contractor agrees to hold harmless the County and/or its assigns from any liens, incumbrance and/or disputes arising as a result of any business dealings between the contractor, its supplier, vendors and/or any other entity which the contractor engages or does business with.

7 ACCESS TO RECORDS

- 7.1 The County will take all necessary steps to assure complete access by the Contractor to all records necessary for the performance of its duties hereunder.
- 7.2 The Contractor shall retain as completely confidential all information relating to the policies, procedures, and records of the County, consistent with all laws regulation the disclosure of public and private records.

8 SPECIFIC SERVICES REQUESTED

- 8.1 Services provided by the Contractor as a result of the Agreement shall include, but not be limited to the following:
 - 8.1.1 Conduct Nursing Assistant pre-confirmation physical screens. (See Attachment “A”)
 - 8.1.2 Conduct verbal medical history interview with all Nursing Assistant applicants. (See Attachment “B”)
 - 8.1.3 Conduct back screening on identified employee groups post-hire, pre-confirmation as requested.
 - 8.1.4 Contact Lancaster Manor by telephone to discuss any applicant with marginal physical ability to perform the Nursing Assistant essential job functions.
 - 8.1.5 Provide quarterly report of results.
 - 8.1.5.1 The Contractor will provide to the County on a quarterly basis, all activities by all Contractor’s personnel provided to, or behalf of the County under this contract.
 - 8.1.5.2 The report will include total number of applicants screened during the quarter and number of applicants able to perform the essential demands of the positions offered.

9 COMPENSATION FOR SERVICES

- 9.1 It is understood that collection of fees for medical examinations administered to the potential county employees shall be conducted entirely between the Contractor and the County.
 - 9.1.1 The collection of any billings to potential employees who request *additional services* are obligated to pay the agreed fee and shall be solely between the contractor and the potential employee.
 - 9.1.1.1 The County will assume no liability for any potential employee’s fees unpaid for any reason whatsoever.
- 9.2 It is the County’s desire to obtain a firm, fixed fee for the services contained in this RFP.
 - 9.2.1 Fees shall be provided for the following two program components:
 - 9.2.1.1 Post-hire, pre-confirmation health screen; and
 - 9.2.1.2 When requested, a brief physical by a licenced physician.
- 9.3 Fees accrued will be paid on a monthly basis, based on the number of applicants screened during the previous month.
 - 9.3.1 It is estimated that Lancaster Manor will request *monthly approximately 16 routine physicals* which will include the required testing for communicable diseases; and
 - 9.3.2 It is estimated that Lancaster Manor will request *monthly approximately 11 back screens in addition to the routine physicals*.
 - 9.3.3 It is understood that other Lancaster County Agencies may request similar services from the successful contractor and shall be offered the same prices as agreed to in the final contract arrangement.
- 9.4 The proposer’s response must clearly present the proposer’s compensation of fee structure for the specific core services, along with rates for optional services offered.
- 9.5 *Under no circumstances shall the provider submit charges that exceed the usual and customary charges.*

10 CONTRACT PROCEDURES AND PROVISIONS

- 10.1 The enclosed contract, proposal and addenda provided to the County by the contractor shall comprise the entire contract of the parties.
 - 10.1.1 No change in, addition to, or waiver of any provision of this contract shall be binding unless it is in writing, signed by both parties, and added to this contract as an amendment.
- 10.2 All other expenses incurred in the implementation and operation of Health Assessments and Back Screening services not mentioned herein will be borne by the contractor.
- 10.3 Any and all contractual agreement(s) generated as an outcome of this RFP process shall not be assignable by the Successful Contractor without written permission of the Lancaster County Board of Commissioners.

11 TERMINATION

- 11.1 TERMINATION FOR CONVENIENCE: Any agreement generated as a result of this process may be terminated at any time by either party in consideration of not less than 30 days written notice.
 - 11.1.1 Such notice shall be forwarded to the most current address of the recipient and shall be sent by registered mail.
 - 11.1.2 It is further agreed that prior to the sending of a "Notice of Intent to Terminate", the party desirous of such termination will discuss the reasons for such action with the other party and will strive, in good faith and without prejudice, to resolve the circumstances necessitating the action to terminate the contract.
 - 11.1.3 As of the mutually agreed upon termination date, the Contractor shall have no further obligation to perform any of the contracted services set forth in this the contract.
 - 11.1.3.1 The Contractor shall also return to the County the original of all documents and materials supplied by the County which the County requests to be returned within fifteen (15) calendar days from the date of the termination request.
 - 11.1.4 Notwithstanding, anything contained in the Contract to the contrary, the Contractor shall retain all title, copyright patent and other proprietary rights to all of its forms and questionnaires, and all the Contractor's developed or owned procedures, internal reports, forms, software products, designs, methodology and analytical processes used in the performance of services hereunder.
- 11.2 TERMINATION FOR DEFAULT: If either party shall default in the performance in any of the terms or conditions of this contract, it shall have fifteen (15) days after delivery of written notice of such default within which to cure such default.
 - 11.2.1 If the party fails to cure such default within such period, then the non-defaulting party shall have the right without further notice to terminate the contract, effective the date of the breach.

12 CRITERIA FOR HEALTH ASSESSMENTS AND BACK SCREENING SERVICES

- 12.1 Must be an established health care provider in business at least for two (2) years with experience in administering service and consulting for similar programs or facilities.
- 12.2 Display competence in handling a high volume health assessments and back screening service with little or no complication for services provided.
- 12.3 The County reserves the right to make such investigations as it deems necessary to determine the ability of the proposer to provide services meeting a satisfactory level of performance within the County requirements listed.

12.3.1 The Proposer shall furnish such information and data for this purpose as the County may request.

12.4 Interviews and/or presentations by one, select or all of the proposers may be requested by evaluators if deemed necessary to fully understand and compare the proposers' capabilities.

13 COUNTY PREROGATIVES

13.1 The Lancaster County reserves the right to award the responsible proposer whose proposal is judged to offer the most advantages to the County with the County being the sole judge thereof; to negotiate with any or all proposers; to reject any or all proposals, in whole or in any part thereof, and to re-solicit for proposals in such an event; and to waive any minor technicalities or informalities in accordance with the County's determination of its own best interests.

**ATTACHMENT "A" - Physical
Examination Screening****LANCASTER MANOR
Post Offer Pre-Confirmation SCREEN RESULTS
NURSING ASSISTANT**

DATE: _____

NAME: _____

**** Nurse Screen _____ yes _____ no

- 1) Transfer 75# from 20" (wheelchair) height to 12" bed height and back while pivoting 45 degrees. (5X)

_____ Able to perform _____ Unable to perform

2. Lift and carry 20 lbs. a distance of 50 feet.

_____ Able to perform _____ Unable to perform

- 3) Lift 35# from floor to waist height. (3X)

_____ Able to perform _____ Unable to perform

- 4) Simulate using a transfer device lift by lifting 250# with a hydraulic lift, maneuvering out as if from under a bed and pushing/pulling for a distance of 30 feet.

_____ Able to perform _____ Unable to perform

- 5) Demonstrate pushing/pulling of wheelchairs and etc. by pushing a wheelchair with 250 lbs. of weight for a distance of 110 feet and pulling chair back to original position.

_____ Able to perform _____ Unable to perform

- 6) Transfer 75# from 20" (wheelchair) height to 12" bed height and back while pivoting 45 degrees. (5X)

_____ Able to perform _____ Unable to perform

- 7) Demonstrate ability to perform a variety of body positions by simulating cranking an adjustable bed and removing and applying foot rests from the wheelchair. This may include squatting, kneeling, bending and stooping.

_____ Able to perform _____ Unable to perform

- 8) Demonstrate ability to position and transfer or roll a 125# to 200# patient in bed, using a draw sheet.

_____ Able to perform _____ Unable to perform

- 9) Lift 35# from floor to waist height. (3X)

_____ Able to perform _____ Unable to perform

Safe body mechanics demonstrated: _____ Yes _____ No

Additional Comments:

Evaluator(s): _____

Contact Person: Jeanne Sayers 441-7101

LANCASTER MANOR
Pre-Employment Health Examination Record

EXAM DATE _____

NAME: _____

Department: _____

ADDRESS: _____
Street or PO Box City ST ZIP

Status: S M W D Phone: _____ Birthdate: _____

In case of Emergency, notify: _____

Address: _____ Phone: _____

Personal Physician: _____

Were you born outside of the United States? Yes ___ No ___ Country of Birth: _____

Do you have any allergies? Yes ___ No ___ Specify _____

HISTORY:

DATE	TREATMENT	DISABILITY RATING
Surgeries _____		YES ___ NO ___
Serious Injury _____		YES ___ NO ___
Fracture _____		YES ___ NO ___
Back Injury _____		YES ___ NO ___
Major Illness _____		YES ___ NO ___
Have you ever received Workman Compensation benefits for an on-the-job injury?		YES ___ NO ___
Specify: _____		YES ___ NO ___

Have you ever had any injury and/or condition that prevented you from performing your job for any period of time?
YES ___ NO ___ If yes, provide reason: _____

CURRENT MEDICATIONS: _____

Have you ever been diagnosed with:

Jaundice?	Yes ___ No ___	Stomach trouble?	Yes ___ No ___
Tuberculosis?	Yes ___ No ___	Joint problems?	Yes ___ No ___
Heart trouble?	Yes ___ No ___	Arthritis?	Yes ___ No ___
Epilepsy?	Yes ___ No ___	Hernia?	Yes ___ No ___
Mental Disease?	Yes ___ No ___	Chicken Pox?	Yes ___ No ___
Fainting spells?	Yes ___ No ___	Diabetes?	Yes ___ No ___
High Blood Pressure?	Yes ___ No ___	Low Blood Pressure?	Yes ___ No ___
Hepatitis?	Yes ___ No ___	Type _____	

IMMUNIZATIONS

Hepatitis B	Yes ___ No ___	Date Completed _____	# of Doses _____
Varicella	Yes ___ No ___	Rubella	Yes ___ No ___
Polio	Yes ___ No ___	Measles	Yes ___ No ___
Mumps	Yes ___ No ___	Haemophilus influenza (HiB)	Yes ___ No ___
		BCG Vaccine	Yes ___ No ___
		Small Pox	Yes ___ No ___

Have you had a significant weight loss or gain? Yes ___ No ___ Specify: _____

Do you have frequent colds/respiratory illness? Yes ___ No ___

Is a physician currently treating you? Yes ___ No ___ Specify: _____

Has a physician ever placed you on work restrictions? Yes ___ No ___ Specify: _____

I understand that any false information entered on the Pre-Employment Health Examination Record will be sufficient reason for termination of my employment. In addition, I authorize the examining physician(s) to answer any and all questions that may be asked and herewith hold such person(s) harmless to giving any information within their knowledge or record.

Signature: _____ Date: _____

LANCASTER MANOR

TO BE COMPLETED BY EXAMINING PHYSICIAN:

PHYSICAL EXAMINATION:

T _____ P _____ R _____ BP _____

HT _____ WGT _____

SKIN _____

Eczema _____ Chronic Dermatitis _____ Hives _____

Other _____

Please specify severity and frequency of outbreaks.

EYES _____

EARS _____

MOUTH _____

RESPIRATORY _____ ASTHMA _____

Please specify severity and frequency of asthma attacks.

CARDIOVASCULAR _____

GASTROINTESTINAL _____

MUSCULOSKELETAL _____

A: Back problems? YES _____ NO _____ Specify: _____

B: Knee problems? YES _____ NO _____ Specify: _____

Carpal Tunnel diagnosis or signs and symptoms? _____

NEUROLOGIC _____

.....
This individual may do this type of work with no physical or mental restrictions.

YES _____ NO _____

Please specify any restrictions or limitations:

Examining Physician Signature: _____ Date: _____

ATTACHMENT "C" - Back Screen History

Lancaster Manor Medical History

The information requested below regarding prior injuries and medical treatment is necessary to assess your ability to perform the essential functions of the position for which a conditional job offer has been extended. If you answer yes to any of the questions on this page, you must complete the questions on the reverse of this page.

1. Have you ever had a back problem or back pain?.....Yes___ No___
2. Have you ever missed work due to a back problem?.....Yes___ No___
3. Have you ever had medical treatment for a back problem?...Yes___ No___
4. Have you ever had back surgery?.....Yes___ No___
5. Have you ever been injured in a car accident?.....Yes___ No___
6. Have you ever had a neck injury or neck pain?.....Yes___ No___
7. Have you ever missed work due to neck injury?.....Yes___ No___
8. Have you ever had medical treatment for a neck problem?...Yes___ No___
9. Have you ever had neck surgery?.....Yes___ No___
10. Have you ever missed work due to a neck problem?.....Yes___ No___
11. Have you ever had a shoulder problem or pain?.....Yes___ No___
12. Have you ever missed work due to a shoulder problem?.....Yes___ No___
13. Have you ever had medical treatment for a
shoulder problem?.....YES___ NO___
14. Have you ever had shoulder surgery?.....YES___ NO___
15. Have you ever had an elbow, wrist, or hand problem?.....YES___ NO___
16. Have you ever missed work due to an elbow, wrist, or hand
problem?.....YES___ NO___
17. Have you ever had medical treatment for an elbow, wrist,
or hand problem?.....YES___ NO___
18. Have you ever had surgery for an elbow, wrist, or hand
problem?.....YES___ NO___
19. Have you ever been diagnosed with carpal tunnel?.....YES___ NO___
20. Have you ever been diagnosed with tendinitis?.....YES___ NO___
21. Have you ever had a knee problem?.....YES___ NO___
22. Have you ever missed work due to a knee problem?.....YES___ NO___
23. Have you ever had medical treatment for a knee problem?...YES___ NO___
24. Have you ever had knee surgery?.....YES___ NO___
25. Have you ever been put on work restrictions by a
physician?.....YES___ NO___
26. Are you currently under work restrictions from a
physician?.....YES___ NO___
27. Have you ever been granted an impairment rating or
disability?.....YES___ NO___
28. Are you presently under medical treatment for high
blood pressure, a heart problem, or heart disease?.....YES___ NO___
29. Are you pregnant?.....YES___ NO___

If you answered yes to any of the previous questions, you must complete information on other side.

Signature

Date

L3nQ2

REVISED 11/17/97 su

If you answered yes to any of the questions on the previous page, you must complete the information below in detail. This information will be reviewed, along with the outcomes of the physical testing, to determine your ability to meet the essential physical functions of the position for which a conditional job offer has been extended. If Lancaster Manor determines that you are unable to meet the essential functions, with or without reasonable accommodation, the conditional job offer will be rescinded.

	Date(s) of treatment	Treating Physician(s)	Disability Workers' Rating (YES/NO)	Compensation
1			YES	NO
2			YES	NO
3			YES	NO
4			YES	NO
5			YES	NO
6			YES	NO
7			YES	NO
8			YES	NO
9			YES	NO
10			YES	NO
11			YES	NO
12			YES	NO
13			YES	NO
14			YES	NO
15			YES	NO
16			YES	NO
17			YES	NO
18			YES	NO
19			YES	NO
20			YES	NO
21			YES	NO
22			YES	NO
23			YES	NO
24			YES	NO
25			YES	NO
26			YES	NO
27			YES	NO
28			YES	NO

Additional Comments:

LANCASTER MANOR

TO BE COMPLETED BY EXAMINING PHYSICIAN:

PHYSICAL EXAMINATION:

T _____ P _____ R _____ BP _____ HT _____ WGT _____

SKIN _____

Excema _____ Chronic Dermatitis _____ Hives _____

Other _____

Please specify severity and frequency of outbreaks.

EYES _____

EARS _____

MOUTH _____

RESPIRATORY _____ ASTHMA _____

Please specify severity and frequency of asthma attacks.

CARDIOVASCULAR _____

GASTROINTESTINAL _____

MUSCULOSKELETAL _____

A: Back problems? YES ___ NO ___ Specify: _____

B: Knee problems? YES ___ NO ___ Specify: _____

Carpal Tunnel diagnosis or signs and symptoms? _____

NEUROLOGIC _____

This individual may do this type of work with no physical or mental restrictions.

YES _____ NO _____

Please specify any restrictions or limitations:

Examining Physician Signature: _____ Date: _____

POST HIRE PRECONFIRMATION MUSCULO-SKELETAL SCREEN

NAME: _____ COMPANY: _____ DATE: _____
 SS#: _____ SEX: _____ DOB: _____ AGE: _____

GRIP STRENGTH - JAMAR NORMATIVE DATA

POSITION	RIGHT				AVE	LEFT				AVE	NORMS	
											RIGHT	LEFT
1.75												

PINCH STRENGTH

LATERAL												
TIP												
3-J/C												

POSTURE/GAIT

SITTING: _____
 GAIT: _____
 BALANCE: _____
 POSTURE: _____

	RIGHT	LEFT
PHALEN'S	_____	_____
TINEL'S	_____	_____
FINKELSTEIN	_____	_____

LUMBAR RANGE OF MOTION

CERVICAL RANGE OF MOTION

FLEXION:	FLEXION:
EXTENSION:	EXTENSION:
LEFT LAT. FLEX:	LEFT LAT. FLEX:
RIGHT LATERAL:	RIGHT LAT. FLEX:
LEFT ROTATION:	LEFT ROTATION:
RIGHT ROTATION:	RIGHT ROTATION:

NEUROLOGICAL EVALUATION

LOWER QUARTER	RIGHT	LEFT	UPPER QUARTER	RIGHT	LEFT
L1-2 PSOAS			C1, CERVICAL ROT		
L3 QUADS			C2,3,4 SHLDR SHRG		
L4 TIB ANT			C5 DELTOID		
L5 EHL			C5,6 BICEPS		
S1 PHL			C6 WRIST EXT		
S2 HAMS			C7 TRICEPS		
			C8 THUMB EXT		
			T1 HAND INTRIN		
SLR			Numbness/tingling?	Y	N

Optional: AT THERAPIST DISCRETION

REFLEXES:			REFLEXES:		
KNEE JERK L4			BICEPS, C5		
ANKLE JERK S1			TRICEPS, C7		
			BRAC RAD, C5		
SENSATION			SENSATION		

COMMENTS:

Original Contract to: Contractor
Public File
Lancaster Manor

S A M P L E

CONTRACT DOCUMENTS

LANCASTER COUNTY

N E B R A S K A

F O R

ANNUAL HEALTH ASSESSMENTS AND BACK SCREENING SERVICES PROVIDER
FOR LANCASTER MANOR

SPECIFICATION #01-102

CONTRACTOR: _____

LANCASTER COUNTY, NEBRASKA

CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this ____day of ____, 2001, by and between _____ hereinafter called contractor, and the Lancaster County, Nebraska, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Health Assessments and Back Screening Services and related consulting services, supplies, equipment, and delivery thereof.

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the most responsible, responsive Proposer for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

Request for Proposal #01-102, Annual Requirements for Health Assessment and Back Screening Services for Lancaster Manor

The Work included in this Contract shall for the annual requirements beginning _____, 2001 through _____, 2004.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Proposers
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Standard Specifications
 - a. General Conditions
 - b. General Specifications

RENEWAL OPTION: The contract shall be renewable for an additional one (1) three (3) year period by mutual consent of the parties involved.

1. If renewal of the contract for the additional term is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than ninety (90) days prior to the expiration of the initial agreement period.
2. Any renewal of the contract will be under the same terms and conditions as the original agreement.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:

COUNTY OF LANCASTER, NEBRASKA

Lancaster County Attorney

Chairperson, Board of Commissioners

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

ATTEST:

Address

(SEAL)

Secretary

By: _____
Duly Authorized Official

Legal Title of Official

INSURANCE CLAUSE FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.

2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
 3. Coverage shall also include Products/Completed Operations.
 4. **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
 5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- | | |
|-----------------------------------|---------------------------------|
| Bodily Injury and Property Damage | 1,000,000 Combined Single Limit |
|-----------------------------------|---------------------------------|
- D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9th Street, Lincoln, NE 68508)